

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approval of Two Purchase Agreements for Property Necessary for Improvements to the Howell Creek Water Control Structure West of Lake Howell Road

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute two Purchase Agreements (Shui Hong Kwong and Jeannie Hock Schiff) for property needed in conjunction with improvements to the Howell Creek Water Control Structure west of Lake Howell Road.

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

The Purchase Agreement with Shui Hong Kwong is for 3,349 square feet of property at a cost of \$12,900.00 (County's in-house appraisal value) and the Purchase Agreement with Jeannie Hock Schiff is for 3,578 square feet of property at a cost of \$14,950.00 (County's in-house appraisal value). This property is needed for the stabilization and erosion protection of the Howell Creek Water Control Structure just west of Lake Howell Road; Capital Improvement Project Number 00191655. These owners have agreed to sell and convey said property, via a Drainage Easement, free of liens and encumbrances to Seminole County. Funds for this purchase are available in the project Construction and Design account line (11541.077541.560680).

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute two Purchase Agreements (Shui Hong Kwong and Jeannie Hock Schiff to Seminole County) for property needed in conjunction with improvements to the Howell Creek Water Control Structure west of Lake Howell Road.

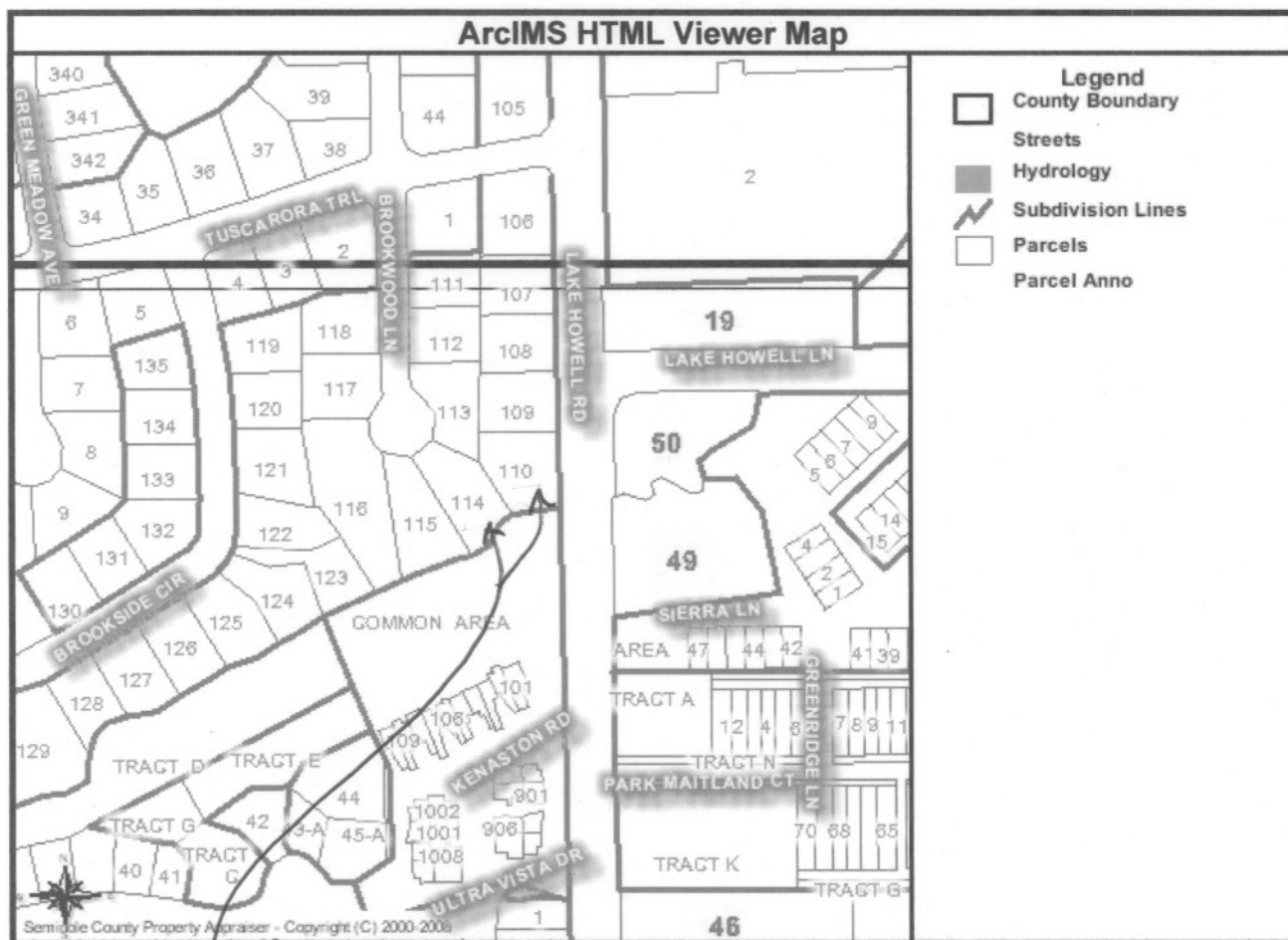
ATTACHMENTS:

1. Location Map
2. Purchase Agreement - Kwong-Howell Creek
3. Purchase Agreement - Schiff-Howell Creek

Additionally Reviewed By:

- ☒ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☒ County Attorney Review (Matthew Minter)

Location Map



Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description Approved By:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

PURCHASE AGREEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between Shui Hong Kwong, a single person, whose address is 1324 Banner Court, Winter Springs, Florida, 32708, hereinafter referred to as "OWNER" and **Seminole County**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires an exclusive drainage easement over the hereinafter described property for COUNTY purposes as stabilization for the structures and to prevent erosion to Howell Creek in Seminole County.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and COUNTY hereby agrees to buy an exclusive drainage easement over the following property subject to the following terms and conditions:

I. LEGAL DESCRIPTION

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2".

- II.** OWNER agrees to sell and convey an exclusive drainage easement over the above described property, free of liens and encumbrances, unto COUNTY for the sum of \$12,900.00.

III. CONDITIONS

- (a) COUNTY shall pay to owner the sum of \$12,900.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.
- (b) OWNER agrees to remove all encumbrances existing upon the easement area prior to closing.
- (c) OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in or upon the easement area being acquired by the COUNTY.
- (d) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year first above written.

Witnesses:

(Sign): [Signature]
Print Name: ROBERTA R. RYAN
(Sign): [Signature]
Print Name: WARREN LEWIS

Shui Hong Kwong
Shui Hong Kwong
Date: 2/18/09

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners
of Seminole County, Florida**

Bob Dallari, Chairman
Date: _____

DESCRIPTION

Description:

A portion of Lot 110 Forest Brook—Second Section, Plat Book 15, Page 31 of the Public Records of Seminole County, Florida, lying in Section 28, Township 21 South, Range 30 East, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 110; thence along the Westerly right of way line of Lake Howell Road per Plat Book 15, Page 31, South 01°01'45" East, 84.27 feet to the POINT OF BEGINNING; thence continuing along said right of way line, South 01°01'45" East, 43.31 feet to the Southerly line of said Lot 110 also being the center line of Howell Creek per said Plat; thence along said Southerly lot line and said center line the following three courses and distances: 1) South 88°58'15" West, 17.00 feet; 2) South 75°01'31" West, 24.95 feet; 3) South 46°42'24" West, 24.37 feet to the Southwesterly corner of said Lot 110; thence along the Westerly line of said Lot 110, North 32°18'23" West, 40.25 feet; thence departing said Lot line, North 57°37'43" East, 50.81 feet; thence North 19°55'11" East, 4.73 feet; thence North 42°23'33" East, 7.52 feet; thence North 75°41'39" East, 22.59 feet; thence South 67°26'28" East, 3.46 feet; thence South 29°14'02" East, 10.00 feet to the POINT OF BEGINNING.

Containing: 3,349 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Easterly line of Lot 114 of Forest Brook — Second Section, Plat Book 15, Page 31, Public Records of Seminole County, Florida, as being North 32°18'23" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. The top of bank is the Jurisdictional Boundary line flagged by Inwood Consulting Engineers, Inc. and field located as shown for information purposes only.

REV: 01/12/09 REVISED DRAINAGE EASEMENT DM


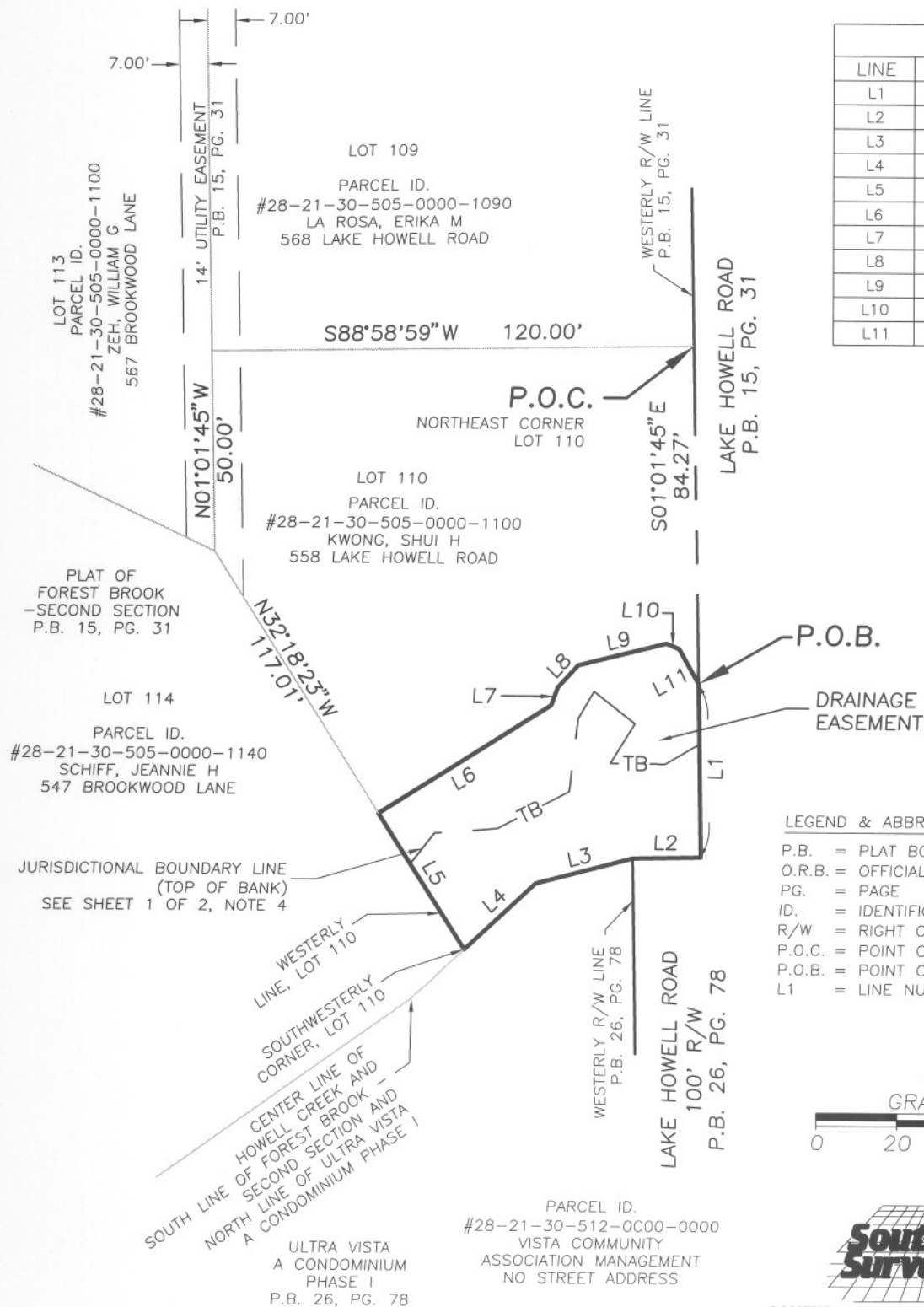
DESCRIPTION FOR Inwood Consulting Engineers; Seminole County	Date: 01/07/09 DM		CERT. NO. LB2108 54106003
	Job No.: 54106	Scale: 1" = 40'	 <p> SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8588 fax (407)292-0141 email: info@southeasternsurveying.com </p> <p> GARY B. KRICK REGISTERED LAND SURVEYOR NO. #245 </p>
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION



Drawing No. 54106003
Job No. 54106
Date: 01/07/09, REVISED 01/12/09
Sheet 2 of 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1

EXHIBIT "A-2"

Southeastern Surveying
SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description Approved By:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

PURCHASE AGREEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between Jeannie Hock Schiff, a single person, whose address is 547 Brookwood Lane, Maitland, Florida, 32751, hereinafter referred to as "OWNER" and **Seminole County**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires an exclusive drainage easement over the hereinafter described property for COUNTY purposes as stabilization for the structures and to prevent erosion to Howell Creek in Seminole County.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and COUNTY hereby agrees to buy an exclusive drainage easement over the following property subject to the following terms and conditions:

I. LEGAL DESCRIPTION

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2".

- II.** OWNER agrees to sell and convey an exclusive drainage easement over the above described property, free of liens and encumbrances, unto COUNTY for the sum of \$14,950.00.

III. CONDITIONS

- (a) COUNTY shall pay to owner the sum of \$14,950.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.
- (b) OWNER agrees to remove all encumbrances existing upon the easement area prior to closing.
- (c) OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in or upon the easement area being acquired by the COUNTY.
- (d) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year first above written.

Witnesses:

(Sign): [Signature]
Print Name: ROLAND RICHMOND
(Sign): [Signature]
Print Name: WARREN LEWIS

[Signature]
Jeannie Hock Schiff
Date: 2/18/09

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners
of Seminole County, Florida**

Bob Dallari, Chairman

Date: _____

DESCRIPTION

Description:

A portion of Lot 114 Forest Brook-Second Section, Plat Book 15, Page 31 of the Public Records of Seminole County, Florida, lying in Section 28, Township 21 South, Range 30 East, being more particularly described as follows:

BEGIN at the Southwest corner of said Lot 114; thence along the Westerly line of said Lot 114, North 32°18'23" West, 34.46 feet; thence departing said Westerly line, North 50°55'05" East, 29.71 feet; thence North 35°01'24" East, 22.72 feet; thence North 56°22'05" East, 39.55 feet to a point on the Easterly line of said Lot 114; thence along said Easterly line, South 32°18'23" East, 40.25 feet to the Southerly line of said Lot 114, being also a point on the center line of Howell Creek per said Plat; thence along said Southerly lot line and said center line the following two courses and distances: 1) South 46°42'24" West, 17.85 feet; 2) South 54°33'00" West, 72.59 feet to the POINT OF BEGINNING.

Containing: 3,578 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Easterly line of Lot 114 of Forest Brook - Second Section, Plat Book 15, Page 31, Public Records of Seminole County, Florida, as being North 32°18'23" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. The top of bank is the Jurisdictional Boundary line flagged by Inwood Consulting Engineers, Inc. and field located as shown for information purposes only.

REV: 01/12/09 REVISED DRAINAGE EASEMENT DM


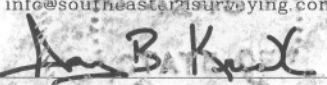
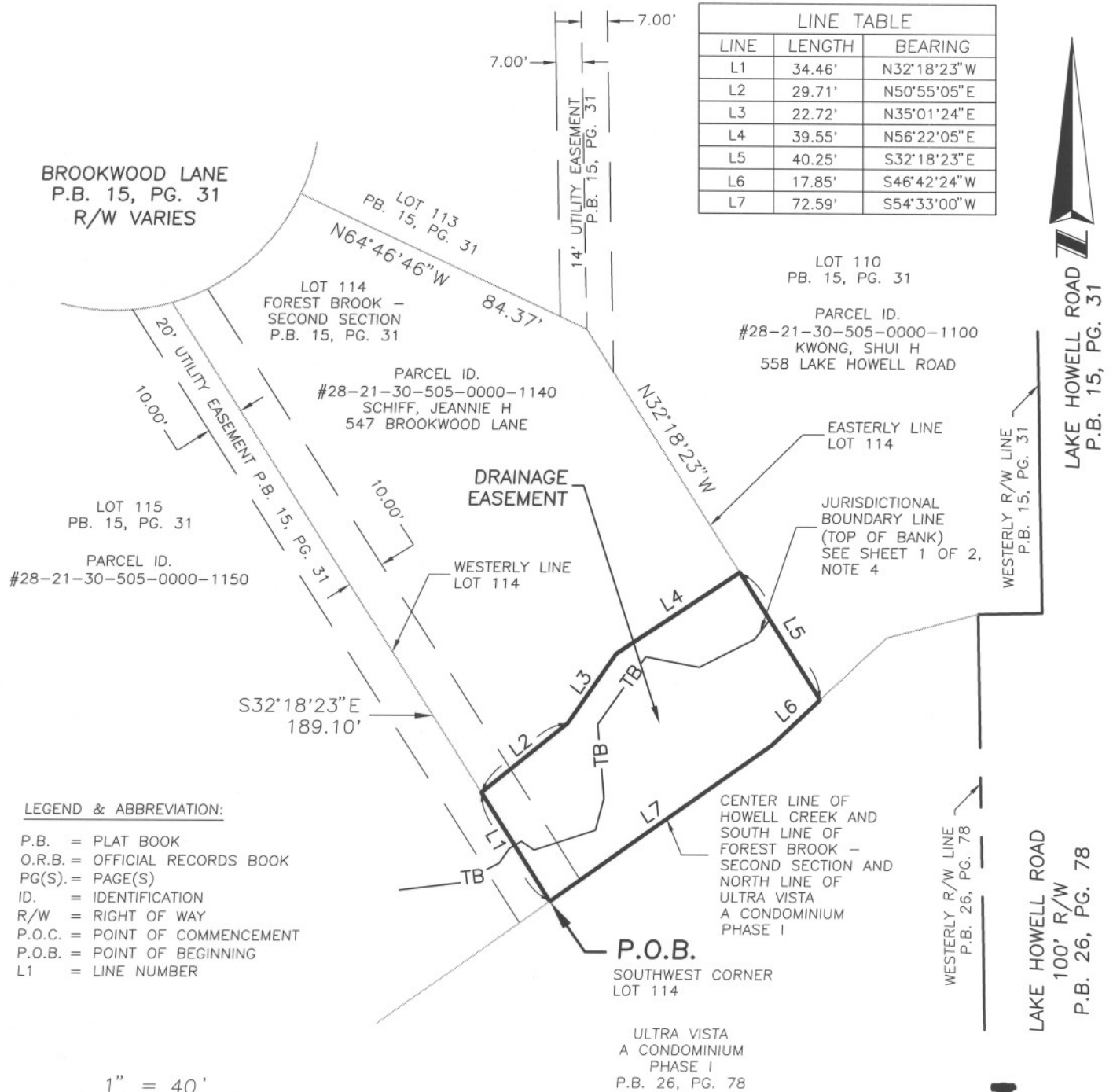
DESCRIPTION	Date: 01/07/09 DM		CERT. NO. LB2108 54106002  SOUTHEASTERN SURVEYING & MAPPING, CORP. 6500 All American Boulevard Orlando, Florida 32819-4350 (407)292-8580 fax (407)292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245	
	FOR	Job No.: 54106		Scale: 1" = 40'
	Inwood	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that		
	Consulting Engineers; Seminole County	THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2		
		SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION

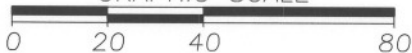
LINE TABLE		
LINE	LENGTH	BEARING
L1	34.46'	N32°18'23"W
L2	29.71'	N50°55'05"E
L3	22.72'	N35°01'24"E
L4	39.55'	N56°22'05"E
L5	40.25'	S32°18'23"E
L6	17.85'	S46°42'24"W
L7	72.59'	S54°33'00"W



LEGEND & ABBREVIATION:

P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
PG(S). = PAGE(S)
ID. = IDENTIFICATION
R/W = RIGHT OF WAY
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
L1 = LINE NUMBER

1" = 40'
GRAPHIC SCALE



Drawing No. 54106002
Job No. 54106
Date: 01/07/09, REVISED 01/12/09
Sheet 2 of 2
See Sheet 1 for Description

PARCEL ID.
#28-21-30-512-0C00-0000
VISTA COMMUNITY
ASSOCIATION MANAGEMENT
NO STREET ADDRESS

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1

SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

EXHIBIT "A-2"